

**THIRD AMENDMENT TO CONTRACT DA-5117
BETWEEN THE CITY OF LOS ANGELES AND SIEMENS INDUSTRY, INC.
TO PROVIDE PROFESSIONAL SERVICES FOR THE DEPARTMENT OF AIRPORTS
FOR THE CITY OF LOS ANGELES**

THIS THIRD AMENDMENT, made and entered into this _____ day of _____, 2019, at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation (hereinafter referred to as "City"), acting by order of and through its Board of Airport Commissioners of the Department of Airports (hereinafter referred to as "Department" or "LAWA") and **SIEMENS INDUSTRY, INC.** (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, LAWA and Contractor entered into Contract No. DA-5117 (hereinafter "Contract") dated September 1, 2016, to provide on-site operations support, service and maintenance for the Airport Response Coordination Center (ARCC) systems during regular working hours and equivalent on-call support, service and maintenance for all hours outside of regular working hours, collectively on a twenty-four (24) hour basis three hundred sixty-five (365) days a year throughout the term of the contract, for the Information Management and Technology Group (IMTG) at the Los Angeles World Airports ("LAWA"); and,

WHEREAS, said Contract required amending to continue the progress Contractor has made and to increase the Contract amount; and

WHEREAS, said amendments are beneficial to LAWA; and

WHEREAS, the parties desire to increase the contract value by One Million Two Hundred Thirty-One Thousand Seven Hundred Twenty-Six Dollars (\$1,231,726) for a new contract amount not to exceed a total contract amount of Five Million Two Hundred Seventy-Five Thousand Seven Hundred Eighty-One Dollars (\$5,275,781).

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Contract, BE AMENDED AS FOLLOWS:

1. Term of Contract.

Section 1.1 of the original Contract is hereby amended to read "The terms of this Contract shall commence on October 3, 2019 and shall terminate one (1) year therefrom, unless earlier terminated pursuant to Sections 5 and 6 below."

2. Contractor's Fee.

Section 3.2 of the Contract is hereby amended to read "The compensation to Contractor shall be for a maximum of One Million Two Hundred Thirty-One Thousand Seven Hundred

Twenty-Six Dollars (\$1,231,726) and not exceed a total contract value of Five Million Two Hundred Seventy-Five Thousand Seven Hundred Eighty-One Dollars (\$5,275,781). The stated amount is deemed to include all provisions for Contractor's compensation for services, including, without limitation, travel costs, fringe benefits, all out of pocket expenses, and overhead costs."

3. Entire Agreement.

Section 31.1 is hereby added to read: "It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Third Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of said Contract No. DA-5117, and except as expressly amended herein, all of the terms, covenants and conditions of Contract No. DA-5117 shall remain in full force and effect."

[SIGNATURES NEXT PAGE]

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SIGNATURE BLOCK

IN WITNESS WHEREOF, City has caused this Contract Amendment to be executed by the Chief Executive Officer of its Department of Airports and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

CITY OF LOS ANGELES

MICHAEL N. FEUER,
City Attorney

Date: 9-12-2019

Date: _____

By: _____
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports



By: _____
Chief Financial Officer
Deputy Executive Director
Department of Airports

By: _____
Signature (Secretary/Treasurer/CFO)

By: _____
Signature

Dirk Glaser
Print Name

Eric Ackermann
Print Name

Director of Finance
Print Title

Branch Manager
Print Title

Digitally
signed by
Marques
Chelsie
Date:
2019.09.27
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